

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

FILED
RICHARD W. NAGEL
CLERK OF COURT

2022 DEC -5 AM 11:17

U.S. DISTRICT COURT
SOUTHERN DIST. OHIO
EAST. DIV. COLUMBUS

COLOGIX COL5, LLC,

:

Plaintiff,

:

vs.

:

655 DEARBORN PARK LANE, LLC,

:

Defendant.

:

Case No.

Judge

Magistrate Judge

2:22 CV 4280
JUDGE MARBLEY

MAGISTRATE JUDGE JOLSON

MOTION TO FILE COMPLAINT UNDER SEAL

Now comes Plaintiff Cologix Col5, LLC, (“Cologix”) by and through undersigned counsel, and requests this Court for an order to file its complaint and the Purchase and Sale Agreement attached thereto under seal.

Defendant 655 Dearborn Park Lane (“Dearborn”) is the owner of a certain parcel of land located in Franklin County, Ohio, consisting of approximately 4 acres of land and having a street address of 655 Dearborn Park Lane, Columbus, Ohio 43085 (the “Property”). On August 16, 2022, Cologix, and 655 Dearborn entered into a Purchase and Sale Agreement (the “Agreement”) concerning that parcel.

At the time the parties entered into the Agreement, the parties desired to maintain confidentiality of the potential transaction to the extent possible. Accordingly, the parties agreed upon the following language in the Agreement:

14.3 Confidentiality. Except as compelled by Governmental Authority or as required by law prior to the Closing, (i) the parties agree not to disclose the Purchase Price or any other financial terms of this Agreement or the transaction contemplated hereunder to any Person other than its partners, investors, lenders, attorneys, accountants or other agents or representatives in connection with the consummation of the transactions contemplated hereby, provided such attorneys, accountants or other agents or representatives agree to be bound by the disclosure restriction set forth in this Section 14.3, and (ii) neither party shall issue any press release or otherwise disclose to the media or any third party the existence of this transaction without the other party hereto approving the form of such announcement (not to be unreasonably withheld). Notwithstanding the foregoing, Purchaser may disclose information related to this Agreement and/or the transactions contemplated hereby: (i) to the extent Purchaser determines, in consultation with its legal counsel, that such disclosure is required by applicable Law; or (ii) to Purchaser's shareholders, lenders or other financial advisors provided such parties have been advised of the confidentiality of such information. Seller may not disclose the identity of Purchaser at any time without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion.

See Agreement, attached to the Complaint, at Section 14.3.

It is now necessary for Plaintiff to pursue this litigation to vindicate its rights under the Agreement, including return of the Earnest Money Deposit as set forth in Plaintiff's Complaint. Cologix has not and does not desire to breach any term of the Agreement by the filing of this lawsuit. However, given the terms of the above-referenced section of the Agreement, Plaintiff respectfully requests that this Court issue an order permitting it to file its complaint under seal so that the parties may resolve their dispute pursuant to the terms of the Agreement, including the term for confidentiality.

In the alternative, Plaintiff Cologix respectfully requests that this Court issue an order permitting the parties to proceed in one of the following ways:

- 1) That the parties may proceed in this litigation with a publicly filed complaint and the Agreement remain under seal;
- 2) That the parties may proceed in this litigation with sensitive provisions of the Agreement redacted; or

3) That the parties may proceed in this litigation under an Agreed Protective Order.

Respectfully submitted,

/s/ Matthew S. Teetor

Matthew S. Teetor (0087009)

TEETOR | WESTFALL

200 E. Campus View Blvd., Ste. 200

Columbus, Ohio 43235

(614) 412-4000

Fax (614) 412-9012

email: mteetor@teetorlaw.com

Attorney for Plaintiff